

General Terms and Conditions (GTCs) for IT Services

1. Scope of the GTCs

1.1 Scope and validity

These General Terms and Conditions (GTCs) govern the conclusion, content and execution of contracts between the parties Swiss Learning Hub AG (hereinafter referred to as the "Provider") and the company (hereinafter referred to as the "Customer") for IT services.

The subject of the contract is services in the field of information technology, in particular consulting and work services. Any result of the performance is referred to as the work result (work). Such services include, in particular, software development and adaptation, the conception and creation of learning content, as well as supplementary services such as maintenance or advisory support.

Unless otherwise stated, offers from the Provider are valid for 30 days. The order is concluded upon acceptance of an offer (hereinafter referred to as the "Contract"). These GTCs form an integral part of all contracts for IT services between the Provider and the Customer.

Any general terms and conditions of the Customer shall only apply if they have been accepted in writing by the Provider.

In the event of contradictions between the terms of the contractual components, the Contract shall take precedence over the terms of these GTCs.

1.2 Contract

The Contract concluded between the Customer and the Provider online or in writing (also known as an individual contract, order or project contract) contains the details of the services to be provided by the Contracting Parties, in particular:

- Description of the service
- Work result (work)
- Requirements
- Use and operating conditions
- Delivery
- Project plan
- Customer's duties to cooperate
- Type and amount of remuneration (payment schedule)
- Acceptance procedure
- Special provisions

2. Conditions of execution

2.1 Personal fulfilment

Personal fulfilment on the part of the Provider shall only be required if this has been specifically agreed; it shall be entitled to engage third parties ("subcontractors"). At the request of the Customer, the Provider shall provide information about the involvement and identity of the third party. The Provider shall remain responsible for their performance.

2.2 Project plan

The project plan sets out dates, activities and responsibilities. The project plan also determines who is responsible for taking the decisions and measures required for the project.

The Provider shall adhere to the planned schedule to the best of its ability. Any deviations from the schedule should be identified as early as possible and communicated in text form. The corresponding adjustments shall be made by mutual agreement.

If, owing to the Provider, a deadline explicitly agreed as binding cannot be met, the Customer shall set the Provider a grace period appropriate to the circumstances. If the Provider does not meet this grace period, the Customer shall have the right to withdraw from the Contract, in whole or in part, after a second

reasonable grace period has failed to deliver a result. Reminders and grace periods set by the Customer must be communicated in writing to be effective. Services (or parts thereof) that have already essentially been provided in accordance with the Contract and can be used by the Customer as such in an objectively reasonable manner shall be remunerated in full.

Any agreed plan of action shall be binding for both Contracting Parties. It can only be amended in text form by mutual agreement. This shall be subject to cases of fulfilment of legal obligations, illness and similar cases in which the plan of action cannot be adhered to. The Provider shall endeavour to replace the absent personnel within a reasonable period of time, but cannot assume any liability for this.

If delays are caused by the Customer, third parties or events outside the Provider's sphere of influence, such as natural disasters, mobilisation, wars, riots, epidemics, accidents, employee absences through no fault of their own, significant operational disruptions, labour disputes, late or defective deliveries and official measures, the schedule shall be automatically extended by the duration of the disruption and by a reasonable start-up time after the end of the disruption. The Provider shall be entitled to invoice the additional costs incurred as a result of the delay.

2.3 Customer's duties to cooperate

The Customer shall ensure that all cooperation work required for the provision of the services on the part of the Provider are performed in a timely manner and free of charge for the Provider. It shall be obliged to actively participate in the provision of the services.

As part of its duties to cooperate, the Customer must create all the conditions in its operating environment that are necessary for the provision of the services, in particular (i) to inform the Provider of all processes and circumstances that may be relevant to the provision of its services; (ii) to release competent employees to the extent necessary, including in particular the person responsible for providing binding information; (iii) to carry out coordination work and make decisions in good time and as required; (iv) to provide the necessary data, documents and information in good time, in full and in the appropriate quality.

The Customer shall appoint a person responsible to the Provider for the provision of binding data.

The Customer also has the duties to cooperate to be specified in the contract.

Delays and additional costs due to improper fulfilment of duties to cooperate shall be the responsibility of the Customer.

2.4 Duties to provide information

Both Parties shall inform each other of all circumstances that may affect the project.

2.5 Amendment procedure

Both Contracting Parties can propose changes in text form at any time. In any case, the Provider shall inform the Customer about how these might affect the project, the prices and the deadlines. If such an evaluation has a significant impact on the progress of the project, the Provider shall inform the Customer about the duration and costs of a detailed evaluation, the preliminary assessment of feasibility and the consequences. The Customer must then confirm the change in text form. The amendment of any partial contractual performance shall only be valid if it is agreed by adjusting the corresponding contractual basis. In the absence of a written agreement, the project shall continue without any amendments.

3. Provision, installation, testing and acceptance of the work result

3.1 Provision and installation

The type, place and time of provision of the work result to the Customer are specified in the Contract. Unless otherwise stipulated in the Contract, the Customer shall accept partial services, in particular hardware and systems, learning media and development services, on an ongoing basis.

3.2 Acceptance of the work result

The Customer shall subject the work result delivered or made ready for delivery to an acceptance test in accordance with the project plan. Each acceptance test shall be confirmed by the Customer in text form or a test report signed by both Contracting Parties shall be drawn up. If defects are detected during the acceptance test that do not make the functionality and/or proper use of the work result impossible or unreasonably difficult, the Customer shall grant the relevant acceptance without asserting a reduction, subject to the proviso that the defect is rectified in due time. The Provider shall remedy such defects within a reasonable period of time, at the latest within the warranty period. In the event of significant defects that make the proper use and/or functionalities of the work product impossible or unreasonably difficult, the Customer may refuse to grant acceptance and set the Provider a reasonable period of time to remedy the defects. If, despite two attempts, the third acceptance test fails, the Customer shall be entitled to continue to demand rectification or to assert an appropriate reduction in value from the remuneration, or – only if the defects make the use of the work result impossible or unreasonably difficult – to withdraw from the contract, in whole or in part, on the basis of the defective work result. Acceptance shall be deemed granted in any case if the Customer does not accept the work result in accordance with the project plan or within 14 days of delivery or provision for call-off, or if the Customer commences productive use of the work result.

3.3 Fulfilment of consulting services

Consulting services shall be deemed provided as soon as the Provider has carried out the activities in accordance with the respective order. Documents, layout proposals and (detailed) concepts shall be considered approved if they have been submitted to the Customer and the Customer has not requested that gaps be filled and/or defects be remedied in text form within a period of 14 days. If documents or evaluations prove to be incomplete, they shall be supplemented or improved by the Provider by invoicing costs incurred. Only in the case of proven faulty consulting services by the Provider will a correction be made free of charge assuming a complaint is made in due time. The Customer shall set the Provider a grace period appropriate to the circumstances for this purpose.

4. Remuneration / invoicing

4.1 Lump-sum remuneration

If a lump sum remuneration, also known as a fixed price, is agreed, this shall cover all expenses of the Provider. The remuneration shall be invoiced according to the payment schedule agreed in the Contract. Changes to the conditions defined in the Contract or incorrect, incomplete cooperation of the Customer may lead to additional expenses for the Provider. The latter shall draw the Customer's attention to such additional expenses at an early stage and in an appropriate form. Unless otherwise agreed, these shall be invoiced additionally according to expenditure.

4.2 Billing on a time and material basis

If agreed in the Contract, the work shall be billed on a time and material basis. The applicable rates (including any overtime bonuses) are specified in the Contract. Unless otherwise agreed in the Contract, half the travel time is considered working time.

The Provider is entitled to invoice separately the costs and expenses in connection with the performance of the Contract (e.g. travel and accommodation costs of personnel, costs for data communication). Services calculated on a time and material basis are invoiced regularly, usually monthly with the usual receipts. The Provider is entitled to adjust the amount of the rates once a year to the changed cost factors such as wages, materials, taxes, levies. The usual approaches are decisive. Such changes shall come into force no earlier than 3 months after written notice to the Customer.

4.3 Taxes and duties

The Provider is entitled to invoice separately the taxes, duties and fees levied on conclusion and performance, in particular VAT.

4.4 Payment terms

All invoices are to be paid net by the Customer within 30 days of the invoice date to the account specified by the Provider. If there are no written objections to the invoices within the payment period, these shall be considered accepted. The Provider shall be entitled to charge the statutory default interest on all outstanding payments after the expiry of the payment period without a reminder.

5. Rights to the work result

5.1 Intellectual property rights and rights of use

All property rights existing before the conclusion of the Contract (e.g. inventions, patents, trademarks, designs, copyrights, software, program code, know-how, trade secrets) are not affected by the Contract and remain with the entitled Contracting Party. In particular, the fulfilment of an order does not include the granting of any rights or licences to any patent, copyright, trademark, trade secret, etc., a method used by the Provider for the performance of a Contract or any other intellectual property right to which it is entitled.

The Customer assures the Provider that for the performance of the Contract it will only make available such documents as the Customer is entitled to provide.

Unless otherwise agreed in the Contract, the property rights to the work result remain with the Provider. Upon full payment of the agreed remuneration, the Customer is entitled to the delivery or provision of the work result created. The Customer is entitled to use the work result for its own purposes for an unlimited period of time. Unless otherwise agreed in the appendix, the Customer has no claim to the release or use of source codes.

The exclusive rights to the individual software produced by the Provider specifically for the Customer, including source code, program descriptions and documentation, shall be transferred to the Customer after full payment of the agreed remuneration. This does not include adapting standard content to customer needs. The software documentation (in particular documented source code including overview, data and function model as well as function description) and the other documents must be handed over to the Customer before acceptance and, upon request, before any partial payments.

Products of third parties and pre-existing rights of the provider remain unaffected by this regulation, unless they are an inseparable part of the work result created. In such a case, the Provider grants the Customer an unlimited, non-exclusive, transferable right of use for its own purposes to the pre-existing rights. Contractual provisions to the contrary are reserved.

5.2 Know-how

The Provider has the right to use the ideas, methods, concepts and procedures related to information processing that it has

gained during the execution of the Agreement, alone or together with the Customer's personnel, when performing work of a similar nature for other customers.

6. Legal warranty

In the performance of their services, the Parties shall not knowingly infringe the intellectual property rights of third parties.

Should third parties assert claims against the Customer in connection with the contractual use of the work result due to infringement of intellectual property rights allegedly belonging to them in Switzerland, the Customer shall be obliged to inform the Provider immediately in writing of the claim raised, to authorise the Provider to conduct the defence, including the conclusion of a settlement, and to support the Customer in doing so to an appropriate and reasonable extent. In this case, the Provider shall assume the defence and any costs and damages imposed on the Customer by a final court judgment at its own expense.

If, in the opinion of the Provider, it turns out that the result of the work infringes or could infringe the intellectual property rights of third parties in Switzerland, the Provider shall, at its discretion, either make amendments at its own expense in order to remedy the possible infringement of intellectual property rights or enter into negotiations in order to acquire the corresponding rights from the third party with better rights. If these measures do not achieve the objective with appropriate and reasonable effort, the property rights and rights of use granted shall lapse. In this case, the Customer shall only be entitled to reimbursement of payments made, less reasonable compensation for interim use.

The Provider shall be relieved of the above obligations if a claim under intellectual property law is based on the fact that the work product has been changed by the Customer or by third parties not commissioned by the Provider, or that its use takes place under conditions of use other than those specified.

The Customer is not entitled to any claims against the Provider that go beyond these provisions.

7. Duty of care and warranty in kind

The Provider shall provide the services owed under the Contract by assigning duly trained personnel using its procedural model and adhering to the care customary in its operations. The Provider assures that it has the know-how required for the provision of the agreed service.

The Provider warrants that the work results created at the time of acceptance meet the contractual fulfilment criteria. In the event of the occurrence and notification of a defect within 6 months after acceptance, the Customer shall have the exclusive right to rectification within the framework of the warranty claims under the Code of Obligations. If the Provider does not succeed in providing proof of compliance with the defined criteria even after the expiry of a reasonable grace period, the Customer may claim compensation for the direct damage if the Provider is at fault. The warranty does not include defects due to incorrect operation or other reasons for which the Customer is responsible.

8. Liability

For any direct property damage and financial damage caused to the Customer by the Provider and its vicarious agents from or in connection with the performance of the Contract for any legal reason (such as delay, non-performance or improper performance, breach of care, warranty in kind) by the Provider and its vicarious agents, the Provider assumes liability for the affected contract up to a maximum of 50% of the lump-sum remuneration agreed therein, or, if no such fee has been agreed, 100% of the remuneration amount invoiced up to that point for

services already provided. This limitation does not apply to indemnification pursuant to No. 6 or to culpably caused personal injury.

Any liability or obligation of the Provider and its vicarious agents arising from or in connection with the incorrect or delayed cooperation of the Customer, for loss of data and for indirect, indirect or consequential damages, loss of profit, unrealised savings or loss of earnings, additional expenses of the Customer or claims of third parties is excluded. The Provider shall not be liable if, for reasons for which it is not responsible, it is prevented from performing services under the Contract in a timely and appropriate manner. The deadlines provided for the performance are extended according to the duration of the effect of the circumstances for which the Provider is not responsible.

This limitation of liability applies regardless of the legal basis of the liability. We reserve the right to further mandatory legal liability, e.g. for gross negligence or unlawful intent.

9. Term of the contract

The Contract comes into force upon conclusion by both Parties and is concluded for a project duration regulated in the Contract.

Contracts in the contractual relationship can be terminated with a notice period of 30 days to the end of a month. The termination must be made in writing.

10. Miscellaneous provisions

10.1 Confidentiality and reference

Both Contracting Parties and their vicarious agents undertake to maintain the confidentiality of all documents and information that are not generally known and which relate to the business sphere of the other Party and become accessible to them during the preparation and execution of the Contract. This obligation remains in force as long as there is a legitimate interest in it, even after the termination of the contractual relationship.

The Provider is entitled to use the name and logo of the Customer for reference purposes in marketing materials. Further reference information requires the prior consent of the Customer in text form.

10.2 Data protection

The Provider processes personal data received from the Customer in accordance with the Provider's privacy policy, which can be accessed at [Privacy policy](#) in the current version.

If, in the context of the contractual relationship, personal data is processed by the Provider on behalf of the Customer, the Parties shall conclude a separate order data processing agreement.

10.3 Offsetting of receivables

The offsetting of any claims of the Customer as a Contracting Party with counterclaims of the Provider requires the prior written consent of the Provider.

10.4 Written form and amendment of the GTCs

The Contract, its annexes as well as any amendments and additions must be specified in writing and signed by both Contracting Parties in order to be valid. This formal requirement can only be waived by written agreement. In addition to handwritten signatures, signatures in electronic form (e.g. with Skribble, DocuSign, etc.) shall also be recognised as written form.

If the Provider provides for an electronic contracting procedure for the conclusion of an individual contract (such as order confirmation by the Provider by e-mail at the request of a customer), this shall also fulfil the written form requirement.

10.5 Notices

Notices intended for the exercise of rights and obligations under

the Agreement shall be sent in writing, by letter or e-mail and then confirmed by letter, to the addresses of the Parties indicated on the title page of the Agreement or in the Agreement.

10.6 Partial nullity

Should individual provisions or parts of the Contract prove to be void or ineffective, this shall not affect the validity of the remainder of the Contract. In such a case, the Contracting Parties shall adapt the Contract in such a way that the purpose intended by the void or invalid part is achieved as far as possible.

10.7 Assignment and transfer

The Contract may only be assigned or transferred to third parties after the prior written consent of the other Contracting Party, whereby consent may not be unreasonably withheld. The Provider is entitled to transfer the Agreement or individual rights and obligations to another group company or to a buyer/legal successor in the context of a merger or sale of a company without such consent.

10.8 Applicable law

The Contract shall be governed exclusively by Swiss law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and to the exclusion of conflict of laws.

10.9 Settlement of disputes and place of jurisdiction

Both Contracting Parties undertake to seek an amicable settlement in good faith in the event of differences of opinion in connection with the Contract.

If, despite the efforts of the Parties, no agreement can be reached amicably, the ordinary judge at the Provider's registered office shall be declared to have exclusive jurisdiction to decide all disputes arising out of or in connection with the Contract, subject to the Provider's right to prosecute the Customer at its registered office.

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